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27
28 **UNITED STATES DISTRICT COURT**
14
15 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

16
17 UNIVERSAL FREIGHT SOLUTIONS
18 LLC, a California limited liability
19 company,

20 Plaintiff,

21 v.

22 DGL GROUP LTD., a New York
23 corporation; EZRA ZAAFARANI, an
24 individual; MARK NAKASH, an
25 individual; and DOES 1 through 100,
inclusive,

26 Defendants.

27
28 **Case No.: 2:23-cv-01822 FLA (AGRx)**
1 Case is assigned to:
2 District Judge Fernando L. Aenlle-Rocha
3 Magistrate Judge Alicia G. Rosenberg

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5 **STIPULATED PROTECTIVE
6 ORDER**

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8 Complaint Filed: March 10, 2023
9 Trial: May 14, 2023

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition
6 the Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that
10 are entitled to confidential treatment under the applicable legal principles.
11 The parties further acknowledge, as set forth in Section XIII(C), below, that
12 this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that
14 must be followed and the standards that will be applied when a party seeks
15 permission from the Court to file material under seal.

22 **II. GOOD CAUSE STATEMENT**

23 A. This action is likely to involve trade secrets, customer and pricing lists
24 and other valuable research, development, commercial, financial, technical
25 and/or proprietary information for which special protection from public
26 disclosure and from use for any purpose other than prosecution of this action
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1 is warranted. Such confidential and proprietary materials and information
2 consist of, among other things, confidential business or financial information,
3 information regarding confidential business practices, or other confidential
4 research, development, or commercial information (including information
5 implicating privacy rights of third parties), information otherwise generally
6 unavailable to the public, or which may be privileged or otherwise protected
7 from disclosure under state or federal statutes, court rules, case decisions, or
8 common law. Accordingly, to expedite the flow of information, to facilitate
9 the prompt resolution of disputes over confidentiality of discovery materials,
10 to adequately protect information the parties are entitled to keep confidential,
11 to ensure that the parties are permitted reasonable necessary uses of such
12 material in preparation for and in the conduct of trial, to address their
13 handling at the end of the litigation, and serve the ends of justice, a protective
14 order for such information is justified in this matter. It is the intent of the
15 parties that information will not be designated as confidential for tactical
16 reasons and that nothing be so designated without a good faith belief that it
17 has been maintained in a confidential, non-public manner, and there is good
18 cause why it should not be part of the public record of this case.
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1 **III. DEFINITIONS**

2 A. Action: Universal Freight Solutions, LLC v. DGL Group Ltd. et al,
3 No. 2:23-cv-01822(FAR)(AR)

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5 B. Challenging Party: A Party or Non-Party that challenges the
6 designation of information or items under this Order.

7
8 C. “CONFIDENTIAL” Information or Items: Information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified
11 above in the Good Cause Statement.

12
13 D. Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15
16 E. Designating Party: A Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

19
20 F. Disclosure or Discovery Material: All items or information, regardless
21 of the medium or manner in which it is generated, stored, or maintained
22 (including, among other things, testimony, transcripts, and tangible things),
23 that are produced or generated in disclosures or responses to discovery in this
24 matter.

1 G. Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.
4

5 H. House Counsel: Attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other
7 outside counsel.
8

9 I. Non-Party: Any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.
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12 J. Outside Counsel of Record: Attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this
14 Action and have appeared in this Action on behalf of that party or are
15 affiliated with a law firm which has appeared on behalf of that party, and
16 includes support staff.
17

18 K. Party: Any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and
20 their support staffs).
21

22 L. Producing Party: A Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.
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25 M. Professional Vendors: Persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing
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1 exhibits or demonstrations, and organizing, storing, or retrieving data in any
2 form or medium) and their employees and subcontractors.

3 N. Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 O. Receiving Party: A Party that receives Disclosure or Discovery
6 Material from a Producing Party.

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9 **IV. SCOPE**

10 A. The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 B. Any use of Protected Material at trial shall be governed by the orders of
16 the trial judge. This Order does not govern the use of Protected Material at
17 trial.

18

22 **V. DURATION**

23 A. Even after final disposition of this litigation, the confidentiality
24 obligations imposed by this Order shall remain in effect until a Designating
25 Party agrees otherwise in writing or a court order otherwise directs. Final
26 disposition shall be deemed to be the later of (1) dismissal of all claims and
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1 defenses in this Action, with or without prejudice; and (2) final judgment
2 herein after the completion and exhaustion of all appeals, rehearings,
3 remands, trials, or reviews of this Action, including the time limits for filing
4 any motions or applications for extension of time pursuant to applicable law.
5

6 **VI. DESIGNATING PROTECTED MATERIAL**

7 A. Exercise of Restraint and Care in Designating Material for Protection

8 1. Each Party or Non-Party that designates information or items for
9 protection under this Order must take care to limit any such designation
10 to specific material that qualifies under the appropriate standards. The
11 Designating Party must designate for protection only those parts of
12 material, documents, items, or oral or written communications that
13 qualify so that other portions of the material, documents, items, or
14 communications for which protection is not warranted are not swept
15 unjustifiably within the ambit of this Order.

16 2. Mass, indiscriminate, or routinized designations are prohibited.

17 Designations that are shown to be clearly unjustified or that have been
18 made for an improper purpose (e.g., to unnecessarily encumber the case
19 development process or to impose unnecessary expenses and burdens
20 on other parties) may expose the Designating Party to sanctions.

1 3. If it comes to a Designating Party's attention that information or
2 items that it designated for protection do not qualify for protection, that
3 Designating Party must promptly notify all other Parties that it is
4 withdrawing the inapplicable designation.

5
6 B. Manner and Timing of Designations

7 1. Except as otherwise provided in this Order (see, e.g., Section
8 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
9 Discovery Material that qualifies for protection under this Order must
10 be clearly so designated before the material is disclosed or produced.

11 2. Designation in conformity with this Order requires the following:
12 a. For information in documentary form (e.g., paper or
13 electronic documents, but excluding transcripts of depositions or
14 other pretrial or trial proceedings), that the Producing Party affix
15 at a minimum, the legend "CONFIDENTIAL" (hereinafter
16 "CONFIDENTIAL legend"), to each page that contains
17 protected material. If only a portion or portions of the material
18 on a page qualifies for protection, the Producing Party also must
19 clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

- b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order.

Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

- c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.
- d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in

1 a prominent place on the exterior of the container or containers
2 in which the information is stored the legend
3 “CONFIDENTIAL.” If only a portion or portions of the
4 information warrants protection, the Producing Party, to the
5 extent practicable, shall identify the protected portion(s).
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8 **C. Inadvertent Failure to Designate**

9 1. If timely corrected, an inadvertent failure to designate qualified
10 information or items does not, standing alone, waive the Designating
11 Party’s right to secure protection under this Order for such material.

12 Upon timely correction of a designation, the Receiving Party must
13 make reasonable efforts to assure that the material is treated in
14 accordance with the provisions of this Order.
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17 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 **A. Timing of Challenges**

19 1. Any party or Non-Party may challenge a designation of
20 confidentiality at any time that is consistent with the Court’s
21 Scheduling Order.
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24 **B. Meet and Confer**

25 1. The Challenging Party shall initiate the dispute resolution
26 process under Local Rule 37.1 et seq.
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C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

B. Disclosure of "CONFIDENTIAL" Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

d. The Court and its personnel:

e. Court reporters and their staff;

f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the

1 "Acknowledgment and Agreement to be Bound" attached as
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3 Exhibit A hereto;

4 g. The author or recipient of a document containing the
5 information or a custodian or other person who otherwise
6 possessed or knew the information;

7 h. During their depositions, witnesses, and attorneys for
8 witnesses, in the Action to whom disclosure is reasonably

9 necessary provided: (i) the deposing party requests that the
10 witness sign the "Acknowledgment and Agreement to Be
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12 Bound;" and (ii) they will not be permitted to keep any
13 confidential information unless they sign the "Acknowledgment
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15 and Agreement to Be Bound," unless otherwise agreed by the
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17 Designating Party or ordered by the Court. Pages of transcribed
18 deposition testimony or exhibits to depositions that reveal
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20 Protected Material may be separately bound by the court reporter
21 and may not be disclosed to anyone except as permitted under
22 this Stipulated Protective Order; and
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24 i. Any mediator or settlement officer, and their supporting
25 personnel, mutually agreed upon by any of the parties engaged in
26 settlement discussions.
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1 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 A. If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in
5 this Action as “CONFIDENTIAL,” that Party must:

- 6 1. Promptly notify in writing the Designating Party. Such
7 notification shall include a copy of the subpoena or court order;
- 8 2. Promptly notify in writing the party who caused the subpoena or
9 order to issue in the other litigation that some or all of the material
10 covered by the subpoena or order is subject to this Protective Order.
11 Such notification shall include a copy of this Stipulated Protective
12 Order; and
- 13 3. Cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be
15 affected.

16 B. If the Designating Party timely seeks a protective order, the Party
17 served with the subpoena or court order shall not produce any information
18 designated in this action as “CONFIDENTIAL” before a determination by the
19 Court from which the subpoena or order issued, unless the Party has obtained
20 the Designating Party’s permission. The Designating Party shall bear the
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1 burden and expense of seeking protection in that court of its confidential
2 material and nothing in these provisions should be construed as authorizing or
3 encouraging a Receiving Party in this Action to disobey a lawful directive
4 from another court.

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6 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

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9 A. The terms of this Order are applicable to information produced by a
10 Non-Party in this Action and designated as "CONFIDENTIAL." Such
11 information produced by Non-Parties in connection with this litigation is
12 protected by the remedies and relief provided by this Order. Nothing in these
13 provisions should be construed as prohibiting a Non-Party from seeking
14 additional protections.

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16 B. In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party's confidential information in its possession, and the
18 Party is subject to an agreement with the Non-Party not to produce the Non-
19 Party's confidential information, then the Party shall:

20

21 1. Promptly notify in writing the Requesting Party and the Non-
22 Party that some or all of the information requested is subject to a
23 confidentiality agreement with a Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the

1 Protected Material, (3) inform the person or persons to whom unauthorized
2 disclosures were made of all the terms of this Order, and (4) request such
3 person or persons to execute the “Acknowledgment and Agreement to be
4 Bound” that is attached hereto as Exhibit A.

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6 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
7 **PROTECTED MATERIAL**

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9 A. When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other
11 protection, the obligations of the Receiving Parties are those set forth in
12 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
13 to modify whatever procedure may be established in an e-discovery order that
14 provides for production without prior privilege review. Pursuant to Federal
15 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
16 the effect of disclosure of a communication or information covered by the
17 attorney-client privilege or work product protection, the parties may
18 incorporate their agreement in the Stipulated Protective Order submitted to
19 the Court.

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21 **XIII. MISCELLANEOUS**

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23 A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its
2 modification by the Court in the future.

3 B. Right to Assert Other Objections
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5 1. By stipulating to the entry of this Protective Order, no Party
6 waives any right it otherwise would have to object to disclosing or
7 producing any information or item on any ground not addressed in this
8 Stipulated Protective Order. Similarly, no Party waives any right to
9 object on any ground to use in evidence of any of the material covered
10 by this Protective Order.

11 C. Filing Protected Material
12

13 1. A Party that seeks to file under seal any Protected Material must
14 comply with Civil Local Rule 79-5. Protected Material may only be
15 filed under seal pursuant to a court order authorizing the sealing of the
16 specific Protected Material at issue. If a Party's request to file
17 Protected Material under seal is denied by the Court, then the
18 Receiving Party may file the information in the public record unless
19 otherwise instructed by the Court.

20 **XIV. FINAL DISPOSITION**

21 A. After the final disposition of this Action, as defined in Section V,
22 within sixty (60) days of a written request by the Designating Party, each
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1 Receiving Party must return all Protected Material to the Producing Party or
2 destroy such material. As used in this subdivision, “all Protected Material”
3 includes all copies, abstracts, compilations, summaries, and any other format
4 reproducing or capturing any of the Protected Material. Whether the
5 Protected Material is returned or destroyed, the Receiving Party must submit
6 a written certification to the Producing Party (and, if not the same person or
7 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
8 category, where appropriate) all the Protected Material that was returned or
9 destroyed and (2) affirms that the Receiving Party has not retained any copies,
10 abstracts, compilations, summaries or any other format reproducing or
11 capturing any of the Protected Material. Notwithstanding this provision,
12 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
13 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
14 deposition and trial exhibits, expert reports, attorney work product, and
15 consultant and expert work product, even if such materials contain Protected
16 Material. Any such archival copies that contain or constitute Protected
17 Material remain subject to this Protective Order as set forth in Section V.

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25 B. Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or
27 monetary sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: November 22, 2023

4
5 *s/ Joyce H. Ma*
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16 *Attorneys for Plaintiff*

17 Dated: November 22, 2023

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25 *Attorneys for Defendants*

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27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

28 Dated: December 6, 2023



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28 HONORABLE ALICIA G. ROSENBERG
United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [DATE] in
the case of _____ [insert formal name of the case and the
number and initials assigned to it by the Court]. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

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I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type
full name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with

1 this action or any proceedings related to enforcement of this Stipulated Protective
2 Order.

3 Date: _____
4

5 City and State where sworn and signed: _____
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7 Printed Name: _____
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9 Signature: _____
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